

PROP 40 PARTICIPANT AGREEMENT

Project Number: _____

Contract Number: _____

THIS AGREEMENT is made and entered into and becomes effective upon the last date of the signatories below, by and between Sierra Coordinated Resources Management Council acting through its duly appointed and qualified Manager of the Placer County Resource Conservation District

hereinafter called "Council," and

hereinafter called "Participant," whose mailing address is:

Name

Street Address/PO Box

City/State/Zip

Telephone

This agreement expires _____

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, and becomes effective upon the last date of the signatories below:

Sierra Coordinated Resources Management Council

PARTICIPANT *all landowners appearing on the deed must sign or provide Power of Attorney*

Approval for the Manager

Date

Rick Gruen, Manager
Placer County Resource Conservation District

Signature

Printed Name/Title

Signature

Printed Name/Title

Signature

Printed Name/Title

Signature

Printed Name/Title

Unit Forester Contact Information

Contract Amount: \$ _____

Program _____

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of expenditure stated above.

Signature of Accounting Officer

Date

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WHEREAS, under the provisions of the Proposition 40 Grant Agreement between the California Department of Forestry and Fire Protection (CAL FIRE) and the Sierra Coordinated Resources Management Council (Council), the Council may enter into cost-sharing agreements with eligible Participants who will undertake fuels reduction work upon his/her land; NOW, THEREFORE,

1. In consideration of the fuel reduction work to be performed by Participant, as described in the attached Project Summary, Council will reimburse costs incurred for the purpose of under taking fuel reduction work on those lands designated. The Participant agrees to pay a share of the cost for projects according to the current cost share and reimbursement payment schedule, effective the date of this Agreement, found within the CAL FIRE California Forest Improvement Program. The maximum amount of reimbursement is the amount stated in Project Summary, "MAXIMUMREIMBURSEMENT". Reimbursement will be made for actual cash expenditures and for goods or services beyond Participant's matching contribution requirement. Reimbursement for such goods and services shall be made in accordance with the State's prevailing rates, provided, however, reimbursement shall not exceed the State's adopted maximum per-acre (or other unit of measure)costs or Participant's actual costs, whichever is less for the fuel reduction practices. Expected revenues from products generated will reduce reimbursement and no more than 100% of out of pocket costs are to be recovered.
2. This agreement is conditional upon appropriation and availability of funds for purposes of this contract. In the event such funds are not available in the Budget Act for the fiscal year concerned or are insufficient to carry out the purpose of this agreement, each party agrees to release the other party from all obligations. Funding of the work is also subjected to annual funding decisions. IF FUNDED, NOTICE TO THE PARTICIPANT BY THE COUNCIL WILL BE MADE. **NO WORK MAY COMMENCE WITHOUT THIS NOTICE.**
3. Participant shall promptly submit records at intervals and in such form as Council may request. Participant shall submit all requests for payment to the Council in the form of an invoice and accompanied by such documentation of costs as required by the Council.

ALL INVOICES SUBMITTED BY PARTICIPANT MUST BE ACCOMPANIED BY PROOF OF PAYMENT IF SAID INVOICE INCLUDES REIMBURSEMENT FOR EXPENSES TO THE CONSULTING FORESTER (RPF), CONTRACTOR AND/OR SUBCONTRACTOR. PROOF OF PAYMENT SHALL INCLUDE: 1) COPY OF PAID INVOICE AND 2) A COPY OF A CANCELED CHECK OR A BANK STATEMENT REFLECTING SUCH PAYMENT.

***Participant's initial(s):* _____**

Payment by the Council shall be made ONLY after an on-site inspection and approval of the practice(s) by a CAL FIRE forester or an approved designee. A final Invoice shall be submitted no later than 45 days after completion or expiration of this agreement, as specified on the Project Schedule. Participant shall keep such records as Council shall prescribe, including records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the Council for auditing purposes at reasonable times. Such accounts, documents, and records shall be retained by Participant for at least three years following project termination.

4. Participant agrees to make immediate monetary restitution of any paid funds for any disallowance of costs or expenditures or unauthorized activities that are disclosed through auditor inspection by the Council or CAL FIRE forester. If Participant does not complete the five acres of minimum practice(s) fuel reduction work by the end of the term specified herein, all sums previously paid by Council shall immediately become due and payable to Council.

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5. Participant shall comply with all local and State fire and safety laws.
6. Participant acknowledges that the Project Description, Project Schedule, Environmental Checklist, RPF Checklist, Land-Use Addendum and Forest Management Plan are deliverables, per the California Forest Improvement Program (CFIP) Guidelines Volume I and II, which Participant shall submit to the Council prior to commencement of ground practices. The Participant agrees to return all funds to the Council in the event the Participant violates the terms and conditions of these documents. Work started prior to the execution of this agreement will not be eligible for funding under the terms of this agreement. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in Chapter 9.5 of Title 14 of the CCR. Reimbursement for cost of the Management Plan is contingent upon CAL FIRE approval as meeting California Forest Improvement Program standards. Participant shall complete the Project within the term of this agreement, unless an amendment extending the time for performance has been executed by Participant and the Council and approved by the California Department of Forestry and Fire Protection (hereafter the Department). Amendments may be requested in advance and will be considered in the event of circumstances beyond the control of the Grantee. **Amendment requests must be submitted no later than 45 days prior to the expiration date of this agreement.**
7. Participant shall permit periodic site visits by a representative of the Council and CAL FIRE to ensure program compliance.
8. Participant agrees to indemnify, defend, and save harmless the State and Council, their officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this contract and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Participant or any agent or employee of Participant in the performance of this agreement.
9. The Participant, and the agents and employees of Participant, in the performance of this agreement, shall act in an independent capacity and not as officers, or employees or agents of the Council or CAL FIRE.
10. This agreement may be amended, or terminated by mutual consent; it may also be terminated by Council or Participant upon the giving of written notice to the other party thirty (30) days in advance.
11. Failure by the Participant to comply with the terms of this agreement shall be cause for the suspension of all obligations of the Council hereunder.
12. Participant certifies that title to the land upon which forest improvement work will be performed is vested in the persons named in this agreement and that land is under the control and possession of the person(s) named in this agreement.
13. Participant certifies that the parcel of forestland to which the Forest Improvement Program applies will not be developed for uses incompatible with forest resources management within 10 years following recordation date, as explained below. If the parcel of forestland is zoned other than TPZ, pursuant to provisions of Chapter 67 (commencing with Section 52200) of Part 1 of Division 1 of Title 5 of the Government Code, a Land-Use Addendum shall be signed by the Participant and shall be incorporated in and made a part of this agreement. Said Land-Use Addendum shall be recorded in the office of the County Recorder of the county of the affected land and shall be a covenant running with the land.
14. The Participant agrees to comply with the California Environmental Quality Act (CEQA), Workers' Compensation, and all other state and federal laws applicable to the work carried out pursuant to the proposed forest resource improvement project.

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15. The Participant, by signing this agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Participant within the immediately preceding two-year period because of the Participant's failure to comply with an order of a federal court which orders Participant to comply with an order of the National Labor Relations Board (Government Code Section 14780.5).
16. Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. The Council requests each participant's social security account number on a voluntary basis. However, it should be noted that due to the use of social security account numbers by other agencies for identification purposes, the Council may be unable to approve agreements without the social security account number. The Council uses social security account numbers for the following purpose: reports to the Department of Fair Employment and Housing, Internal Revenue Service, Franchise Tax Board.
17. Participant states the information in the Management Plan and/or Management Plan Addendum (Project Description) is proprietary information and claims privilege against its disclosure pursuant to Evidence Code 1060.

Participant's initial(s): _____